

1 **2. A description of the services provided pursuant to the agreement or**
2 **amendment and the means by which the services are provided pursuant to the**
3 **agreement or amendment;**

4
5 A. BHC Amendment - MCImetro previously purchased on an
6 unbundled basis from Qwest certain combinations of network elements, ancillary
7 functions, and additional features, including without limitation the local loop, port,
8 switching, and shared transport combination commonly known as unbundled network
9 element platform (“UNE-P”). These UNE-P arrangements were previously obtained by
10 MCImetro under the terms and conditions of certain interconnection agreements
11 including without limitation in certain states Qwest’s statement of generally available
12 terms. Both MCImetro and Qwest acknowledge certain regulatory uncertainty in light of
13 the DC Circuit Court’s decision in United States Telecom Association v. FCC, 359 F.3d
14 554 (March 2, 2004), with respect to the future existence, scope, and nature of Qwest’s
15 obligation to provide such UNE-P arrangements under the Communications Act (the
16 “Act”). Therefore, to address such uncertainty and to create a stable arrangement for the
17 continued availability to MCImetro from Qwest of services technically and functionally
18 equivalent to the June 14, 2004 UNE-P arrangements the parties have contemporaneously
19 entered into a Master Service Agreement for the provision of Qwest Platform Plus™
20 service (the “QPP™ MSA”).

21 The term of the Amendment begins on July 16, 2004 remains in effect through
22 July 31, 2008. The provisions of the Amendment are intended to amend and supercede
23 those provisions of MCImetro’s existing and all future interconnection or other
24 agreements only as they relate to the offering of unbundled mass market switching or
25 unbundled enterprise switching and unbundled shared transport in combination with other

1 network elements as part of the unbundled network element platform, and Batch Hot
2 Cuts. Upon deployment of Qwest's Batch Hot Cut Status Tool and amendment of
3 Appointment Scheduler to accommodate Batch Hot Cut orders, Qwest shall provide
4 Batch Hot Cuts to MCImetro upon the rates, terms and conditions stated in the
5 Agreement. The base Batch Hot Cut price is \$27.50 per line unless the incentive
6 thresholds below are met. If the number of MCImetro's QPP™ lines as of October 31,
7 2005 equals or exceeds 90% of the sum of MCImetro's QPP™ and UNE-P lines as of
8 October, 31, 2004, the Batch Hot Cut rate for MCImetro will be reduced to \$23 per line
9 for Batch Hot Cuts performed during the time period from January 1, 2006 through
10 December 31, 2006. If the number of MCImetro's QPP™ lines as of October 31, 2006
11 equals or exceeds 90% of the sum of MCImetro's QPP™ and UNE-P lines as of October,
12 31, 2005, the Batch Hot Cut rate for MCImetro will be reduced to \$18.50 per line for
13 Batch Hot Cuts performed during the time period from January 1, 2007 through end of
14 the term of this Amendment. For purposes of this section, the number of QPP™ lines
15 and the sum of QPP™ and UNE-P lines shall be calculated on a regionwide basis that
16 includes all states in which this Amendment is in effect.

17 Integrated Digital Loop Carrier ("IDLC") is not a part of the standard Batch Hot
18 Cut process. However, the pricing for Batch Hot Cuts will apply to IDLC loops. IDLC
19 loops will be batched together in quantities of no more than 40 IDLC loops per state, per
20 day. Line Splitting to Loop Splitting conversions can be included the Batch Hot Cut
21 process at the same pricing for Batch Hot Cuts stated above. Batch Hot Cut limits are in
22 effect as established in the Batch Hot Cut Process described in Attachment A.

1 During the term of the Agreement Qwest will not offer or provide to MCImetro,
2 and MCImetro will not order or purchase from Qwest, unbundled mass market switching,
3 unbundled enterprise switching or unbundled shared transport, in combination with other
4 network elements as part of UNE-P, out of its existing interconnection agreement with
5 Qwest, a Qwest SGAT or any other interconnection agreement governed by 47 U.S.C.
6 §§251 and 252 that MCImetro or one of its affiliates may in the future enter into with
7 Qwest.

8 B. QPP MSA - Qwest will provide QPP™ service offerings to
9 MCImetro. MCImetro may use QPP™ services to provide any telecommunications
10 services, information services, or both that MCImetro chooses to offer. QPP™ services
11 consists of the Local Switching Network Element (including the basic switching function,
12 the port, plus the features, functions, and capabilities of the Switch including all
13 compatible and available vertical features, such as hunting and anonymous call rejection,
14 provided by the Qwest switch) and the Shared Transport Network Element in
15 combination, at a minimum to the extent available on UNE-P under the applicable
16 interconnection agreement or SGAT where MCImetro has opted into an SGAT as its
17 interconnection agreement (collectively, “ICAs”) as the same existed on June 14, 2004.
18 Qwest Advanced Intelligent Network (AIN) services (such as Remote Access
19 Forwarding/Call Following), Qwest Digital Subscriber Line (DSL), and Qwest Voice
20 Messaging Services (VMS) may also be purchased with compatible QPP™ services. The
21 term of the Amendment begins on July 16, 2004 remains in effect through July 31, 2008.

22 The recurring (“MRC”) and nonrecurring (“NRC”) rates for QPP™ services and
23 all applicable usage-based rates and miscellaneous charges (other than applicable

1 intercarrier compensation charges such as access charges and reciprocal compensation
2 and MRCs and NRCs for elements and services provided pursuant to MCImetro's ICAs)
3 are stated in the attached Rate Sheets. The rates for QPP™ services set forth in the
4 attached Rate Sheets will be in addition to the applicable rates for elements and services
5 provided under MCImetro's ICAs. The loop element combined with a QPP™ service
6 will be provided pursuant to MCImetro's ICAs with Qwest at the rates set forth in those
7 ICAs. The term of the Amendment begins on July 16, 2004 remains in effect through
8 July 31, 2008.

9 Qwest will provide commercial performance measurements and reporting against
10 established performance targets with QPP™ service. The following performance
11 measurements will apply to QPP™ Residential and QPP™ Business: (a) Firm Order
12 Confirmations (FOCs) On Time, (b) Installation Commitments Met, (c) Order Installation
13 Interval, (d) Out of Service Cleared within 24 Hours, (e) Mean Time to Restore, and (f)
14 Trouble Rate. Commercial measurement definitions, methodologies, performance targets
15 and reporting requirements are attached as Attachment A. Qwest will provide MCImetro
16 with the raw data necessary to allow MCImetro to disaggregate results at the state level.

17 **3. The facts upon which MCImetro will rely to demonstrate that the**
18 **agreement or amendment does not discriminate against other telecommunications**
19 **carriers who are interconnected with any of the parties;**
20

21 Both the BHC Amendment and the QPP MSA are available in their entirety to
22 any telecommunications carrier under the same rates, terms and conditions. Qwest has
23 posted the BHC Amendment on its wholesale website at:

24 <http://www.qwest.com/wholesale/downloads/2004/040722/UNE-Pelim-BatchHotCut7->
25 [20-04.doc](http://www.qwest.com/wholesale/downloads/2004/040722/UNE-Pelim-BatchHotCut7-20-04.doc) wherein it states: "Below are New Products and Services not in the filed

1 Statement of Generally Available Terms (SGATs). The language can be incorporated in
2 an Interconnection Agreement . . .”
3 and the QPP MSA at <http://www.qwest.com/wholesale/clecs/commercialagreements.html>
4 wherein in it states “A Carrier may use the Commercial Agreements below, to enter into
5 a business relationship with Qwest . . .”

6 Finally, by filing these agreements for review and approval, the terms will be
7 available for opt-in purposes if these Agreements are approved.

8 **4. The facts upon which the MCImetro will rely to demonstrate that the**
9 **Interconnection Agreement or Amendment is in the public interest.**

10
11 These agreements are consistent with the Commission’s pro-competitive policies
12 described in its rules, statutes, FCC rules and the Communications Act of 1934, as
13 amended in 1996. Further, these agreements are consistent with general policies
14 encouraging parties to settle disputes and calling upon parties to negotiate in good faith
15 on wholesale rates, terms and conditions for UNEs. These agreements may permit
16 MCImetro to continue to offer The Neighborhood™ suite of product and services to
17 business and residential customers in the state thereby allowing MCImetro to continue to
18 compete in the mass market.

19 **5. Affidavit**

20 Attached hereto is an affidavit signed by William Levis, Director, Western Public
21 Policy, who is authorized to act on behalf of the MCImetro, stating that the contents of
22 this filing and all attachments, are true, accurate, complete and correct.

23 WHEREFORE, MCImetro requests the Commission review and approve the
24 attached agreements.

25 Dated: July 30, 2004

1 MCImetro ACCESS TRANSMISSION
2 SERVICES, LLC
3

4 By: _____
5 Thomas F. Dixon, #500
6 707 – 17th Street, #4200
7 Denver, Colorado 80202
8 303-390-6206
9 303-390-6333 fax
10 thomas.f.dixon@mci.com
11

12
13 **AFFIDAVIT**
14

15 I, William Levis, Director, do hereby state that the factual statements contained in
16 the within Agreement Filing for Approval of Negotiated Amendment and attachments,
17 are true, accurate, complete and correct to the best of my knowledge and belief under
18 penalty of perjury.

19 Dated: July 30, 2004

20 William Levis
21 Director, Western Public Policy
22

23 Subscribed and sworn to before me this 30th day of July, 2004, by William Levis.
24
25

26 _____
27 Notary Public
28

29 **CERTIFICATE OF SERVICE**
30

31 **I HEREBY CERTIFY THAT** I served a true and exact copy of the within
32 Agreement Filing for Approval of Negotiated Amendment upon the following either by
33 hand delivery, first class mail or e-mail as stated below:
34

35
36 Thomas Dethlefs, Esq.
37 Qwest Corporation
38 1801 California Street, #4900
39 Denver, Colorado 80202
40

Todd Lundy, Esq.
Qwest Services Corporation
1801 California Street, #4900
Denver, Colorado 80202

41 Dated: July 30, 2004